

APPENDIX PORT

I. GENERAL

SWBT and Cox will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of Cox or SWBT. The Parties will provide Permanent Number Portability (PNP) as soon as it is technically feasible, in conformance with FCC rules and the Act, and will participate in development of PNP in the state, in accordance with the FCC's First Report and Order in Docket No. 95-116 (hereinafter called the Number Portability Order). As described herein, INP is a service arrangement whereby an end user, who switches subscription of local exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the end user remains in the same serving wire center.

II. TERMS, CONDITIONS UNDER WHICH SWBT SHALL PROVIDE INP

A. Service Provided

1. SWBT shall only provide INP, as described herein, to Cox.
2. SWBT shall only provide INP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SWBT does not offer INP services and facilities for NXX codes 555, 976, 950, or SWBT operated coin telephone service.
3. SWBT will not provide INP services for local exchange end user accounts of SWBT where the end user's payments are 45-days or more in arrears unless full payment is made.
4. When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SWBT shall only make INP service available from, or to host central offices.

B. Obligations Of SWBT

1. SWBT's sole responsibility is to comply with the service requests it receives from Cox and to provide INP in accordance with this Appendix.

C. Obligations Of Cox

1. Cox shall coordinate the provision of service with SWBT to assure that Cox's switch is capable of accepting INP ported traffic.
2. Cox is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. Cox shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its end users. In the event that SWBT determines in its sole judgment that Cox will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its end users, SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this STC or SWBT's tariffs.
3. Cox shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which Cox is not presently providing local exchange service or terminating to an end user.
4. Where Cox chooses to disconnect or terminate any INP service, Cox shall designate which standard SWBT intercept announcement SWBT shall provide for disconnected number.
5. Cox shall designate to SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to Cox assigned telephone numbers:
 - a. Cox may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.
 - b. For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

D. **Limitations Of Service**

1. SWBT is not responsible for adverse effects on any service, facility or equipment from the use of INP service.
2. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the

fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by SWBT for such calls.

E. **Service Descriptions**

1. ***INP-Remote.*** INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SWBT, is automatically forwarded to an Cox-assigned, 7 or 10 digit local telephone number. The forwarded-to-number is specified by Cox at the same location.
 - a. INP-Remote provides an initial call path and two additional paths for the forwarding of no more than three (3) simultaneous calls to Cox's specified forwarded-to number. Additional call paths are available on a per path basis.
 - b. The Cox-assigned forwarded-to number shall be treated as two separate calls with respect to interconnection compensation, end user toll billing and intercompany settlement and access billing, i.e., an incoming call to the SWBT ported number shall be handled like any other SWBT call being terminated to that end office and the ported call to the Cox assigned telephone number in the Cox switch shall be handled as any local calls between SWBT and Cox.
 - c. Where facilities exist, SWBT will provide identification of the originating telephone number, via SS7 signaling, to Cox.
2. ***INP-Direct (DID).*** INP-Direct is a service which provides for the delivery of the called (dialed) number to Cox's switching (central office or premises) equipment for identification and subsequent routing and call completion.
 - a. INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.
 - (1) Where the location of Cox's switching equipment to which SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, Cox shall pay applicable interoffice mileage charges as specified in

the applicable state Special Access Tariff.

- b. INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one unassigned telephone number per SWBT switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.
- c. SS7 Signaling is not available on the INP-Direct facilities.

F. **Pricing**

- 6. The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be subject to appeal. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.
- 7. Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views on FCC or Commission actions pertaining to INP cost recovery.

APPENDIX MSFI

APPENDIX MSFI

MID-SPAN FIBER INTERCONNECTION (MSFI)

1.0 SCOPE

1.1 MSFI between SWBT and Cox may be negotiated at any mutually agreeable, economically and technically feasible point between Cox's or SWBT's premises and a Cox or SWBT tandem or end office. This interconnection shall be on a point-to-point SONET system over single mode fiber optic cable.

1.2 MSFI may only be used to provide interoffice trunking for the purpose of exchanging calls between Cox and SWBT.

2.0 DESIGN

2.1 Two basic mid-span interconnection designs are possible:

2.1.1 Cox's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the SWBT or Cox location and the last entrance manhole at the DCO.

- a) Where possible, a location with access to an existing Cox or SWBT fiber termination panel should be selected. In these cases, the point of interface (POI) shall be designated outside of the Cox or SWBT building, even though Cox or SWBT fiber may be physically terminated on a fiber termination panel inside of a Cox or SWBT building.
- b) If a suitable location with an existing fiber termination panel cannot be agreed upon, Cox and SWBT shall mutually determine the provision of a fiber termination panel housed in an outside, above ground, cabinet placed at the physical POI. Ownership and the cost of provisioning the panel and cabinet will be negotiated between the two parties.

2.1.2 Cox or SWBT provides fiber cable to the last entrance manhole at the tandem or end office switch of the other Party with which the connecting Party wishes to interconnect. Cox or SWBT provides a sufficient length of fiber optic cable for the other to pull the fiber cable to their cable vault for termination on the fiber distribution frame (FDF). In this case the POI shall be at the manhole location.

2.2 SWBT is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Similarly, Cox is responsible for designing, provisioning, ownership and maintenance of all equipment on its side of the POI. Each party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither party is allowed to access the Data Communication Channel (DCC) of the other Party's FOT.

2.3 Negotiations shall be held to determine the precise terms of mid-span interconnection for each DCO. These negotiations will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.

The following describes the basic MSFI designs:

2.3.1 Cox or SWBT location includes FOTs, multiplexing and fiber required to take the optical signal handoff from the other for trunking.

3.3.2 The fiber connection point may occur at one of the following locations:

- i.) A location with an existing fiber termination panel. In this situation, the POI shall be outside the building which houses the fiber termination panel.
- ii.) A location with no existing fiber termination panel. In this situation, SWBT and Cox shall negotiate provision, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a POI and for connection of the fiber cables.
- iii.) A manhole outside the DCO. In this situation, Cox or SWBT shall provide sufficient fiber optic cable for the other Party to pull the cable into their cable vault for termination on the FDF. The POI shall be at the manhole and the Party to whom interconnection is being made shall assume ownership and maintenance responsibility for the fiber cabling from the manhole to the FDF.

2.3.3 The Cox or SWBT tandem or end office switch will include all FOT, multiplexing and fiber required to take the optical signal hand-off provided from the other Party for trunking. This location is the tandem or end office provider's responsibility to provision and maintain.

2.4 In both approaches Cox and SWBT will mutually agree on the size of the FOT(s) to be utilized. The sizing shall be based on equivalent DS1s that contain trunks and shall include clauses for compensation for underutilized facilities or other criteria to avoid gross over-provisioning by either party.

3.0 CAPACITY PROVISIONING

One of two approaches may be used to jointly provision/size the interconnection FOTs. The first approach is to size the FOT based on a two-year forecast of equivalent DS1s for trunk requirements. Detailed trunking capacity management terms are included in Appendix ITR. The second approach is to deploy the smallest standard available FOT (OC-3), then augment this capacity as the facility nears exhaust. The process for augmenting capacity is described in Joint Facility Growth Planning Criteria also below.

4.0 AVOIDANCE OF OVER PROVISIONING

4.1 Under-utilization is a situation involving the inefficient deployment and use of the network due to forecasting the need for more capacity than actual usage requires, and results in unnecessary costs for SONET systems. To avoid over provisioning the Parties will agree to joint facility growth planning.

4.2 The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The steps that follow define the criteria and step-by-step process to satisfy additional capacity requirements beyond the initial system.

4.2.1 Criteria

- a) Investment is to be minimized.
- b) Facilities are to be deployed in a "just in time" fashion based on the engineered capacity without counting administrative sparing which is not to exceed 10%.

4.2.2 Process

- a) Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 90% capacity.
- b) Both parties will perform a joint validation to ensure current trunks have not been over- provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If the trunk group resizing lowers the fill level of the system below 90%, the growth planning process would be suspended and would not be reinitiated until a 90% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.
- c) If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.
- d) If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the next larger system size may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as an OC-3) could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- e) Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment.
- f) The joint planning process/negotiations should be completed within two months of identification of 90% fill.
- g) If experience shows that the 90% fill point is not appropriate, the Parties agree to jointly establish a different and more suitable fill factor for the network segment under consideration.

5.0 LIMITATION OF LIABILITY AND INDEMNIFICATION

The limitation of liability and indemnification provisions of the Agreement govern performance under this Appendix.

APPENDIX RESALE

Appendix RESALE

This Appendix sets forth the rates, terms and conditions for those services available for sale at retail to end users which are made available to Cox by SWBT for resale.

TERMS AND CONDITIONS OF SERVICE

1. Telecommunication Services will be resold to COX on terms and conditions that are reasonable and nondiscriminatory. For services included in this Appendix which are offered through tariffs by SWBT to its end users, Cox shall abide by the rules and regulations associated with the corresponding tariffs (except for applicable resale restrictions) except as otherwise provided herein. The restrictions that apply to Cox include, but are not limited to, the following:
 - a. Cox shall only sell Plexar services to a single end user on contiguous properties.
 - b. Except where otherwise explicitly provided in the corresponding tariffs or except where SWBT permits such sharing by its own end users, Cox shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service.
 - c. Cox shall resell these telecommunications services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers. Cox may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent Cox resells services that require certification on the part of the buyer, Cox will ensure that the buyer has received proper certification and complies with all the rules and regulations as established by the Commission.
2. Grandfathered services are those that SWBT provides to existing subscribers but does not offer to new subscribers. SWBT may, at its sole discretion and to the extent permitted by applicable law and tariff, classify existing services as grandfathered services.

Cox may resell grandfathered services, but only to end users who are subscribers of that grandfathered service at the time that it is grandfathered (only the end users currently subscribing to the grandfathered service from Cox or end users currently subscribing to the grandfathered service from SWBT or another provider that is reselling SWBT's service and which end users wish to convert the grandfathered service provider to Cox.) Grandfathered services are available for resale under the

conditions defined in corresponding tariffs.

SWBT shall use the Accessible Letter process to notify Cox of services newly grandfathered during the term of this Appendix.

3. SWBT may, at its sole discretion and to the extent permitted by applicable law and tariff, from time to time, discontinue offering certain telecommunications services to retail end user customers. Cox may resell such services to Cox end user customers who are subscribers to such services only until the date the service is discontinued for SWBT's own end users.

SWBT shall use the Accessible Letter process to notify Cox of newly discontinued services during the term of this Appendix.

4. SWBT promotions of ninety (90) days or less shall not be available to Cox for resale.

Nothing in this Appendix shall require SWBT to provide to Cox promotional service elements that are not telecommunications services.

5. Cox shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding retail tariff.
6. Cox shall not use resold local exchange telephone service to provide access or interconnection services to itself or any other entity; however, Cox may permit its end users to use resold local exchange telephone service to access IXC's, wireless carriers, CAPs, or other retail telecommunications providers.
7. Cox shall not, without SWBT's written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall the Cox state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to Cox's own customers. Cox may brand services included in this Appendix with its own brand name, but SWBT will not provide for Cox branding of those services.
8. SWBT shall provide the services covered by this Appendix subject to availability of facilities and on a nondiscriminatory basis with its other customers. Cox shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by SWBT as the incumbent local exchange carrier to its end users.

Cox shall resell these telecommunications services only in those service areas in which such resale services or any feature or capability thereof are offered by SWBT to its end users.

9. An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73 and which are in comport with the Telecommunications Act of 1996, also apply.
10. To the extent allowable by law, Cox shall be responsible for EUCL charges as well as Primary Interexchange Carrier (PIC) change charges associated with such local exchange line.
11. The price of converting an end user currently receiving service from the SWBT network, without any changes to SWBT's network, will be based upon forward looking economic cost studies. Until such studies have been approved by the Commission, customer change charges will be priced at five dollars (\$5.00) per order (i.e., per billable telephone number) on an interim basis, subject to true-up. Custom Services conversions (e.g., Plexar Custom) will be handled on a Customer Specific Proposal basis.

When Cox converts an end user and adds or changes are made to the network, the respective conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges, excluding the conversion charge mentioned above, will be charged at a discount for those services listed in the exhibits to this Appendix.

12. For the purposes of ordering new service under this Appendix, each requests for new service shall be handled as a separate and initial request for service per billable telephone number. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the nonfacilities based local service provider of record.

For purposes of this section, service orders for LSPs shall be handled in the same fashion as SWBT requires for its end users.

13. If Cox violates a provision of this Appendix, SWBT shall notify Cox of the violation in writing. Such notice must refer to the specific provision being violated. At such time, Cox shall have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT shall then

bill, and Cox shall pay, for the charges which should have been collected by SWBT or the actual revenues collected by Cox from its end users for the stated violation, whichever is greater. Should Cox dispute the violations, it must notify SWBT within fourteen (14) days of the notice of said violations. Disputes will be resolved as outlined in the dispute resolution section of the Agreement.

14. Services priced on an Individual Customer Basis (ICB), e.g., Plexar Custom, will not be offered at a discount below cost.
15. The effective date of this Appendix shall be ten (10) days after the date the Commission approves the Interconnection Agreement.

ANCILLARY SERVICES

1. Where available, SWBT will afford Cox end users with the ability to make 911 calls. Cox shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the Public Safety Answering Point (PSAP).
2. Where requested by SWBT, Cox shall provide SWBT with accurate and complete information regarding end users in a format and time frame prescribed by SWBT, for purposes of 911 administration.
3. SWBT shall provide access to SWBT Directory Assistance Service for Cox's end users that are served by services purchased under this Appendix. Cox shall pay SWBT amounts attributable to Directory Assistance services used by Cox's end users. Discounts associated with the utilization of Directory Assistance Service are listed in the attachments to this Appendix.

Where SWBT Directory Assistance Service is provided to Cox's end users as stated above, where technically feasible and requested by Cox, SWBT will unbrand or re-brand Directory Assistance Services as required by applicable laws. Costs for Cox-requested re-branding shall be borne by Cox and paid to SWBT at the rates listed in this Appendix. .

4. SWBT shall provide, at no additional charge, for each Cox end user served by services purchased under this Appendix, a straight line listing of the Cox end user in the appropriate SWBT local White Pages alphabetically listed among other names in the directory. . Subscriber listing information on resold lines shall remain the property of SWBT, but shall be handled in the same manner as SWBT end user listings.
 - a) Additional Listing services (e.g., foreign listings, signature listings) may

be purchased by Cox for its end users on a per listing basis. Cox shall pay SWBT amounts attributable to Additional Listing services used by Cox's end users. The attachments list the discounts associated with such additional listing services.

- b) SWBT or its agents shall deliver local White Pages directories to Cox end user's premises (for Cox end users that are served by services purchased under this Appendix) at the same time and under the same conditions that such directories are delivered to SWBT end users. Cox end users shall be entitled to one directory per basic residential or business line provided by SWBT under this Appendix. If, at the time a Cox's end user obtains service from Cox under services purchased under this Appendix, and Cox's end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location.
- c) Cox hereby releases SWBT from any and all liability for damages due to errors or omissions in Cox's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. To the extent Cox reimburses its end user subscriber any listing charge due to errors or omissions caused directly by SWBT, SWBT shall reimburse Cox any associated wholesale rate.

Cox shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability damages and expense arising out to any demand, claim, suit or judgment by a third party in any way related to any error or omission in Cox's subscriber listing information as it appears in the White Pages directory, including any error or omission related to nonpublished or nonlisted subscriber listing information except those which arise because of the willful negligence of SWBT. Cox shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Cox and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in Cox's subscriber listing information in the White Pages directory, SWBT may at its option, assume and undertake its own defense, or assist in the defense of Cox, in which event Cox shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.

5. SWBT shall provide Cox's end users access to SWBT's Operator Services for end users served by services purchased under this Appendix. Cox shall pay SWBT amounts attributable to Operator Services used by Cox's end users. Discounts associated with the utilization of Operator Services features are listed in the attachments to this Appendix.

Where SWBT Operator Services are provided to Cox's end users as stated above, where technically feasible and requested by Cox, SWBT will unbrand or rebrand Operator Services as required by applicable laws. Costs for Cox-requested rebranding shall be borne by Cox and paid to SWBT at the rates listed in this Appendix.

6. Notwithstanding anything to the contrary in this Agreement, SWBT and Cox agree that SWBT shall have no obligation to unbrand or re-brand the uniforms or training of its customer-contact employees, trucks, vehicles, any customer premises equipment or other customer-owned facilities or SWBT's outside plant or network components.
7. Where Cox requires SWBT personnel to interface directly with Cox end user customers in any form of communication (including, but not limited to, written, face-to-face, by telephone or electronic transmission of any kind), such SWBT personnel shall be identified as SWBT employees representing the end user's local service provider.
8. "No access" cards or other leave-behind material provided by SWBT personnel to Cox end users for resold service shall be unbranded and examples will be provided to Cox by SWBT on an information-only basis.
9. Cox may offer Customer Initiated Suspension and Restoral Service to its end users to temporarily suspend the delivery of resold services to individual end users. SWBT will offer such service at SWBT's retail tariff rate.

Additionally, Cox may choose to suspend its end user(s) through Company Initiated Suspension Service. A Company Initiated Suspension period shall not exceed fifteen (15) calendar days. If Cox subsequently issues a disconnect order on a suspended account within the fifteen (15) day suspension period, SWBT will not bill Cox for any resold services on such accounts for the period of the suspension. However, should Cox issue a disconnect order on a suspended account after the fifteen (15) day suspension period, SWBT will bill Cox for any resold services installed on such account at the time of the suspension order. Should Cox restore its end user(s) (i.e.: cancel the suspension), restoral of services charges, at SWBT's retail tariff rates, shall apply.

BRANDING

1. Development of Branding Directory Assistance and Operator Services

A. **Requirements** - Pursuant to §226(b) of the Telecommunications Act of 1996, each provider of Operator Services is required to:

1. provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
2. disclose immediately to the consumer, upon request a quote of its rates or charges for the call.
3. Where SWBT provides Cox's OS and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Since SWBT's DA and OS utilize the same trunk group, Cox will receive the same brand for both DA/OS. Such branding will be provided pursuant Section B. Below.

B. **Call Branding** - In compliance with A. 1. Above, SWBT will brand DA/OS in Cox's name based upon the criteria outlined below:

1. Cox will provide SWBT with written specification of its company name to be used in creating Cox specific branding messages for its DA/OS calls.
2. As initial nonrecurring charge applies per load for the establishment of Call Branding as well as a charge per subsequent load to change the brand. In addition, a per call charge applies for every DA/OS call handled by SWBT on behalf of Cox when such services are provided in conjunction with resale services. Prices for Call Branding are as outlined in Exhibit C, attached hereto and incorporated herein.

C. **Rate/Reference Information** - SWBT will provide Cox DA/OS Rate/Reference Information based upon the criteria outlined below:

1. Cox will furnish DA/OS Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the DA/OS Services are to be undertaken.

2. Cox will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information ten (10) working days prior to the effective Rate/Reference change date. Cox acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when the Rates/Reference Information are to become effective.
 3. In all cases when a SWBT Operator receives a rate request from a LSP end user, SWBT will quote the applicable DA/OS rates as provided by LSP.
 4. An initial nonrecurring charge will apply for loading of Cox's DA/OS Rate/Reference Information as well as a charge for each subsequent change to either the LSP's DA/OS Services Rate or Reference Information as outlined in Exhibit C, attached hereto and incorporated herein.
2. **Customized Routing** - SWBT shall also offer Cox the opportunity to customize route DA/OS where technically feasible. Cox agrees to pay SWBT appropriate charges associated with customized routing on an ICB basis.

RESPONSIBILITIES OF SWBT

1. Cox may place service orders and receive phone number assignments (for new lines) by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from Cox, shall provide interface specifications for electronic access for these functions to Cox once such electronic interfaces become technically feasible and are in place pursuant to Appendix OSS. However, Cox shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available, as outlined in Appendix OSS.
2. SWBT shall implement Cox service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users.
3. Cox may report trouble for its end users to appropriate SWBT trouble reporting centers 24 hours a day, 7 days a week. SWBT shall assign a customer contact center for Cox's use when initial service agreements are made. Cox end users calling SWBT will be referred to Cox at the number provided by Cox.

Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by

SWBT from time to time. Both Parties agree to abide by the procedures contained therein.

4. Pursuant to Appendix OSS, SWBT shall provide Cox with the detailed billing information in a standard electronic format necessary for Cox to issue a bill to its end users. Cox will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services. On no less than sixty (60) days notice, Cox may request SWBT to make certain usage data available to Cox on a daily basis via a mechanized feed. The data will consist of usage sensitive charges SWBT will bill to Cox arising out of the use of resold lines. Cox agrees to pay SWBT \$.003 per message for this service.
5. SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT shall use the Accessible Letter process to notify Cox of new services available for resale during the term of this Agreement. The notification shall advise Cox of the category in which such new service shall be placed and the same discount already applicable to Cox in that category shall apply to the new service.
6. A Cox end user's activation of Call Trace for a line purchased under this Appendix, shall be handled by the SWBT Call Trace Center (CTC) or SWBT's Annoying and Anonymous Call Bureau. SWBT shall notify Cox of requests by Cox's end users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with Cox's end user (whether that end user is the victim or the suspect) will be coordinated through Cox.

Cox understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) SWBT shall only provide billing number and address information. Cox shall provide additional information necessary for any police investigation. Cox shall indemnify SWBT against any claims that insufficient information led to inadequate prosecution. SWBT shall handle law enforcement requests consistent with the Law Enforcement Section of this Agreement. .

RESPONSIBILITIES OF COX

1. Prior to submitting an order under this Appendix, Cox shall obtain written documentation from the end user confirming the end user's request or such

documentation as may be required by applicable Federal or State laws and regulations. Cox shall make a copy of this authorization available to SWBT upon request. Similarly, SWBT shall also receive end user authorization prior to converting an end user to SWBT as outlined above and upon request make a copy of that authorization available to Cox.

2. Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or LSP that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. SWBT shall be free to connect the end user to any local service provider based upon the local service provider's request and local service provider's assurance that proper end user authorization has been obtained. Both Parties shall make authorization available to the other Party upon request and at no charge. When an end user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user's authorized agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
3. Neither Party shall be obligated by this Appendix to investigate any allegations of slamming on behalf of the other Party or a third party. If, after Cox's request, SWBT agrees to investigate an alleged incidence of slamming on behalf of Cox, Cox shall pay SWBT a \$50 investigation fee.
4. When SWBT receives an order from Cox for services under this Appendix and SWBT is currently providing the same services to another local service provider for the same end user, SWBT shall notify the end user's local service provider of record of such order coincident with processing the order via the Local Disconnect Report. It shall then be the responsibility of the local service provider of record and Cox to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.

On no less than sixty (60) days notice, LSP may request the LDR., SWBT agrees to furnish to LSP the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected LSP's service. LSP understands and agrees that the CARE interface will be used to provide such information and such information will only be available via the CARE electronic data transmission. Information will be provided on a per WTN basis to be priced on a per WTN basis.

SWBT will provide LSP no less than thirty (30) days notice prior to any change of the per-WTN charge. SWBT grants to LSP a non-exclusive right to use the information provided by SWBT. LSP will not permit anyone but its duly authorized employees or agents to inspect or use this information. LSP agrees to pay SWBT ten cents (\$0.10) per WTN and any applicable charges for the LDR as outlined in Appendix OSS.

5. Cox shall hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Appendix in accordance with the limitation of liability and indemnification provisions of the Agreement.

6. Cox is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at Cox's location and its end users' service locations, with the exception of any retail services provided directly by SWBT to the end user, which SWBT shall be responsible for billing.

Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold end-user accounts will be returned as unbillable and will not be passed on to Cox for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.

7. SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges, are allocated to others by Cox. All applicable rates and charges for such services will be billed to and shall be the responsibility of Cox, with the exception of other retail services provided directly to the end user by SWBT.

Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.

8. If Cox does not wish to be responsible for collect, third number billed, toll, and 900 calls, it must order the appropriate blocking for resold lines under this Appendix and pay any applicable charges. Cox acknowledges that blocking is not available for certain types of calls, including 800 numbers.
9. Cox shall be responsible, at its own expense, for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix.

10. Cox shall provide to its end users and to SWBT a telephone number or numbers that Cox's end users can use to contact Cox in the event of service or repair requests. In the event that Cox's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call Cox and may provide the Cox's contact number. The requirements herein are subject to additional terms and conditions in Section 18.0 of this Agreement.

PROCEDURES FOR NONPAYMENT AND DISCONNECTION

1. If Cox fails to pay when due, any and all charges billed to them under this Appendix, including any late payment charges (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify Cox in writing that in order to avoid having service disconnected, Cox must remit all Unpaid Charges to SWBT within fourteen (14) business days.
2. If Cox disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account.
3. Disputes hereunder shall be resolved in accordance with the procedures identified in the Dispute Resolution section of the Agreement. Failure of Cox to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this section.
4. If any Cox charges remain unpaid or undisputed twenty-nine (29) days past the due date, SWBT shall notify Cox, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, Cox's service shall be disconnected and its end users shall be defaulted to SWBT local service. SWBT will also suspend order acceptance at this time.
5. If any Cox charges remain unpaid or undisputed forty (40) days past the due date, Cox shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for Cox failure to pay Unpaid Charges, and that its end users must affirmatively select a new local service provider within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.
6. If any Cox charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect Cox and transfer all Cox's end users who have not

selected another local service provider directly to SWBT's service. These end users shall receive the same services provided through Cox at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from Cox to SWBT shall be assessed to Cox.

7. Within five (5) days of the transfer (50 days past Cox's due date), SWBT shall notify all affected end users that because of an Cox's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider.
8. SWBT may discontinue service to Cox upon failure to pay undisputed charges as provided in this section, and shall have no liability to Cox or Cox end users in the event of such disconnection.
9. If any end user fails to select a local service provider within thirty (30) days of the change of providers (80 days past Cox's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
10. Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
11. After disconnect procedures have begun, SWBT shall not accept service orders from Cox until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to Cox after disconnect for nonpayment.

**Southwestern Bell's Resale Telecommunications Services* List - Business
Oklahoma**

RESALE DISCOUNTS
RECURRING NON-RECURRING

LOCAL EXCHANGE SERVICE

Business 1 Party	19.8%	19.8%
Business - Multi-Line Hunting	19.8%	19.8%
Semi Public Coin Telephone Service	19.8%	19.8%
Semi Public Coinless Telephone Service	19.8%	19.8%
Semi Public Coinless - Outward only	19.8%	19.8%
Semi Public Outgoing Only/1 Way Originating only	19.8%	19.8%

EXPANDED LOCAL CALLING

Expanded Local Calling (Mandatory)	19.8%	19.8%
Mandatory Extended Area Calling Service (EACS)- 1 Party	19.8%	19.8%
Mandatory EACS - Hotel/Motel Measured Trunk	19.8%	19.8%
Mandatory EACS - Multi-Line Hunting	19.8%	19.8%
Mandatory EACS - PBX Trunk	19.8%	19.8%
Mandatory EACS - Semi Public - 1 Party	19.8%	19.8%

VERTICAL SERVICES

Auto Redial	19.8%	19.8%
Call Blocker	19.8%	19.8%
Call Forwarding	19.8%	19.8%
Call Forwarding - Busy Line	19.8%	19.8%
Call Forwarding - Busy Line/Don't Answer	19.8%	19.8%
Call Forwarding - Don't Answer	19.8%	19.8%
Call Return	19.8%	19.8%
Call Trace	19.8%	19.8%
Call Waiting	19.8%	19.8%
Calling Name	19.8%	19.8%
Calling Number	19.8%	19.8%
ComCall®	19.8%	19.8%
Personalized Ring (1 dependent number)	19.8%	19.8%
Personalized Ring (2 dependent numbers - 1st number)	19.8%	19.8%
Personalized Ring (2 dependent numbers - 2nd number)	19.8%	19.8%
Priority Call	19.8%	19.8%
Remote Access to Call Forwarding	19.8%	19.8%
Selective Call Forwarding	19.8%	19.8%
Simultaneous Call Forwarding	19.8%	19.8%

*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

RESALE DISCOUNTS
RECURRING **NON-RECURRING**

VERTICAL SERVICES (cont.)

Speed Calling 8	19.8%	19.8%
Speed Calling 30	19.8%	19.8%
Three Way Calling	19.8%	19.8%

DID

DID (First Block of 100 - Category 1)	19.8%	19.8%
DID (First Block of 10 - Category 1)	19.8%	19.8%
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.8%	19.8%
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.8%	19.8%
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.8%	19.8%
DID (with Multifrequency)	19.8%	19.8%
DID (with Dual-Tone Multifrequency)	19.8%	19.8%
DID (1st 10 Trunks or access lines)	19.8%	19.8%
DID (11th thru 50th trunk or network access line)	19.8%	19.8%
DID (51st trunk or network access line)	19.8%	19.8%

TRUNKS

Analog Trunks	19.8%	19.8%
Digital Trunks	19.8%	19.8%

AIN

Area Wide Networking	19.8%	19.8%
Caller Intellidata [®]	19.8%	19.8%
Disaster Routing Service	19.8%	19.8%
Intelligent Redirect sm	19.8%	19.8%
Positive ID	19.8%	19.8%

OTHER

Bundled Telecommunications Services (e.g., the Works)	19.8%	19.8%
Busy Out Arrangements	19.8%	19.8%
Customer Alerting Enablement	19.8%	19.8%
Grandfathered Services	19.8%	19.8%
Hot Line	19.8%	19.8%
Hunting	19.8%	19.8%
Local Operator Assistance Service	19.8%	19.8%
Night Number associated with Telephone Number	19.8%	19.8%
Night Number associated with a Terminal	19.8%	19.8%
Promotions (Greater than 90 days)	19.8%	19.8%
Telebranch [®]	19.8%	19.8%
Toll Restriction	19.8%	19.8%

*Some Services not available in all Areas.

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